

018-7111/992449

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X	
DB STRUCTURED PRODUCTS, INC.,	: 07 Civ. 4119 (DCL)(KNF)
	: ECF case
Plaintiff,	:
– against –	:
LENDER LTD.,	: DECLARATION OF JOHN
	: SANGER IN SUPPORT OF
Defendant/Third-Party Plaintiff,	: SUMMARY JUDGMENT
	: DISMISSING THE THIRD-
– against –	: PARTY ACTION
CML DIRECT, INC. d/b/a CREATIVE	:
MORTGAGE LENDING,	:
	:
Third-Party Defendant.	:
-----X	

John Sanger declares:

1. I am co-chief executive officer of third-party defendant CML Direct, Inc. (“CML Direct”). I make this declaration on personal knowledge.
2. CML Direct, which does business under the trade name “Creative Mortgage lending”, is a Michigan corporation having its offices at 26555 Evergreen Rd., Suite 810, Southfield, Michigan 48076. State of Michigan Corporation Division entry, Exhibit A. CML Direct has no other office location.
3. CML Direct is licensed as a mortgage banker in Michigan, and is licensed to lend in Florida, Indiana, Michigan and South Carolina. CML Direct has never been licensed to lend or do any business in any other states.

4. CML Direct is not registered, and has never applied to be registered, with the New York Department of State or the New York Department of Banking.

5. CML Direct does not lend in New York, and has never made loans in New York.

6. CML Direct does no business in New York. CML Direct has never done business in New York.

7. CML Direct has no employees in New York. CML Direct has never had employees in New York.

8. CML Direct derives no revenue from business done with customers in New York.

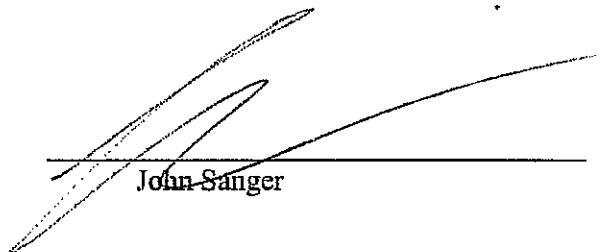
9. CML Direct does not have a New York telephone number or a New York telephone directory listing.

10. CML neither owns nor leases real or personal property in New York.

11. The agreement over which third-party plaintiff Lender Ltd. sues CML direct, the Assignment and Assumption Agreement of January 16, 2007, was negotiated and signed in Michigan. New York has no relationship whatever to that agreement, its negotiation or its execution..


12. I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 12, 2008, at Southfield, Michigan.




John Sanger

# Exhibit A



# Labor & Economic Growth



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Searched for: CMLDIRECT INC.

ID Num: 36300A

[Assumed Names](#)

Entity Name: CMLDIRECT INC.

Type of Entity: Domestic Profit Corporation

Resident Agent: JOHN M SANGER

Registered Office Address: 26555 EVERGREEN STE 810SOUTHFIELD MI 48076

Mailing Address: MI

Formed Under Act Number(s): 284-1972

Incorporation/Qualification Date: 2-10-2000

Jurisdiction of Origin: MICHIGAN

Number of Shares: 10,000

Year of Most Recent Annual Report: 07

Year of Most Recent Annual Report With Officers & Directors: 02

Status: ACTIVE Date: Present

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# Exhibit B

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

07 CV

4119

DB STRUCTURED PRODUCTS, INC.

Plaintiff,

-against-

LENDER LTD.

Defendant.

Civ. No.

COMPLAINT

MAY 25 2007

Plaintiff DB Structured Products, Inc. ("DBSP" or "Plaintiff"), by its attorneys, Thacher Proffitt & Wood LLP, for its complaint against defendant Lender Ltd. ("Defendant") (Plaintiff and Defendant, collectively, the "Parties") alleges as follows:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction over all claims based on diversity of citizenship pursuant to 28 U.S.C. § 1332(a). The amount in controversy exceeds \$75,000, exclusive of interest and costs.

2. Venue is proper pursuant to 28 U.S.C. § 1391(a).

**THE PARTIES**

3. Plaintiff DBSP is a corporation organized and existing under the laws of the State of Delaware. DBSP maintains its principal place of business at 60 Wall Street, New York, New York.

4. Upon information and belief, Defendant is a corporation organized and existing under the laws of the State of Michigan and maintains its principal place of business at 7789 E. M-36, Whitmore Lake, MI.

**FACTUAL ALLEGATIONS**

**The Seller Loan Purchase Agreement**

5. On or about March 10, 2006, DBSP and Defendant entered into a Seller Loan Purchase Agreement (the "Purchase Agreement"). A copy of the Purchase Agreement is attached hereto as Exhibit 1. Exhibit 1 is hereby incorporated herein as if fully set forth.

6. As set forth in Section 13 of the Purchase Agreement, the Parties agreed that the Purchase Agreement "shall be governed by, and construed and enforced in accordance with, the laws of the State of New York in effect at the time of execution hereof and applicable to agreements executed and performed in New York, without giving effect to conflict of laws principles thereof."

7. As set forth in Section 13 of the Purchase Agreement, Defendant consented to DBSP bringing any action relating to the Purchase Agreement in the United States District Court for the Southern District of New York and consented to the jurisdiction of this Court.

**Defendant's Failure to Repurchase  
Loans With Early Payment Defaults From DBSP**

8. Pursuant to the Purchase Agreement, Defendant from time to time offered to sell and DBSP agreed to purchase certain mortgage loans ("Mortgage Loans") in accordance with the terms of the Purchase Agreement and the Deutsche Bank Correspondent Lending Seller Guide (the "Seller Guide").

9. Pursuant to Section 9 of the Purchase Agreement and Volume 1 of the Seller Guide, Defendant agreed to repurchase any Mortgage Loan in early payment default, as described in the Purchase Agreement and the Seller Guide.

10. Pursuant to the Purchase Agreement and the Seller Guide, DBSP may, in its sole discretion, determine that a Mortgage Loan is in early payment default and thus subject to the repurchase obligation.

11. Certain of the Mortgage Loans experienced early payment or early delinquency defaults, as described in the Seller Guide (hereinafter, such Mortgage Loans shall be collectively referred to as "Early Payment Default Loans"). Attached as Exhibit 2 is a schedule of the Early Payment Default Loans, which is hereby incorporated herein as if fully set forth.

12. Accordingly, pursuant to Section 9 of the Purchase Agreement and Volume 1 of the Seller Guide, Defendant is obligated to remit to DBSP the Repurchase Price (as defined in the Seller Guide) with respect to each Early Payment Default Loan.

13. On April 26, 2007, DBSP issued a demand to Defendant to repurchase the Early Payment Default Loans on or before May 10, 2007 (the "Demand Letter"). Attached as Exhibit 3 is a copy of the Demand Letter, which is hereby incorporated herein as if fully set forth.

14. In addition, prior to DBSP's issuance of the Demand Letter, DBSP also notified Defendant via one or more emails and/or other communications that certain Mortgage Loans, including the Early Payment Default Loans, were in early payment default status. In addition to the Demand Letter, these email notifications separately triggered Defendant's obligations to repurchase such Early Payment Default Loans, pursuant to the Purchase Agreement and the Seller Guide.

15. To date, Defendant has failed to repurchase the Early Payment Default Loans, or otherwise compensate DBSP, notwithstanding its clear contractual obligation to do so.

16. The aggregate Repurchase Price for the Early Payment Default Loans, excluding attorneys' fees and other costs and expenses, exceeds \$1.99 million.



17. DBSP has performed all of its obligations under the Purchase Agreement and the Seller Guide.

18. As a result of Defendant's failure to repurchase the Early Payment Default Loans, DBSP is required to maintain possession and maintenance of the Early Payment Default Loans, and may be exposed to any claims or losses that might be sustained by reason of ownership of each such loan. Moreover, because the Early Payment Default Loans are in default, DBSP is unable to include certain of the Early Payment Default Loans in securitizations or other packages, a specific purpose, known to Defendant, for which DBSP purchased the Early Payment Default Loans. Accordingly, DBSP's harm is not solely monetary and cannot be adequately compensated by damages.

**Indemnification**

19. Pursuant to Section 5 of the Purchase Agreement, Defendant agreed to indemnify, defend and forever hold harmless DBSP, from and against any and all liabilities, loss, injury or damages, judgments, claims, demands, actions or proceedings, together with all reasonable costs and expenses relating thereto (including but not limited to attorneys' fees) by whomever asserted, relating to Defendant's breach of a representation, warranty, covenant, agreement or obligation of Defendant under the Purchase Agreement.

20. Pursuant to the Seller Guide, Defendant agreed to indemnify and hold harmless DBSP from all losses, damages, penalties, fines, forfeitures, court costs and attorneys' fees, judgments, and any other costs, fees and expenses resulting from any breach of any warranty, obligation or representation under the Purchase Agreement.

21. Defendant has breached the representations and warranties in Section 9 of the Purchase Agreement and in the Seller Guide that Defendant would repurchase the Early Payment Default Loans from DBSP. As a result, Defendant owes DBSP indemnification for all liabilities,

loss, injury or damage, penalties, fines, forfeitures, judgments, damages, claims, demands, actions or proceedings, together with all reasonable costs and expenses relating thereto (including but not limited to attorneys' fees) that DBSP may sustain.

22. Pursuant to the Purchase Agreement and the Seller Guide, Defendant agreed that it will indemnify DBSP and hold it harmless against all court costs, attorneys' fees and any other costs, fees and expenses incurred by DBSP in enforcing the Purchase Agreement.

23. Defendant's indemnification obligations survive the Purchase Date, the termination of the Purchase Agreement and the disqualification or suspension of Defendant.

24. Defendant's indemnification obligations expressly include the legal fees and related costs and any other costs, fees and expenses DBSP may sustain in connection with Defendant's failure to observe and perform its obligation to repurchase the Early Payment Default Loans, including but not limited to, the attorneys' fees and other expenses incurred by DBSP in this action.

**FIRST CLAIM FOR RELIEF**  
**(Breach of Contract - Purchase Agreement)**

25. Plaintiff DBSP realleges paragraphs 1 through 24 of this complaint as if fully set forth herein.

26. Under the Purchase Agreement and the Seller Guide, Defendant agreed to repurchase the Early Payment Default Loans from DBSP.

27. DBSP has demanded that Defendant repurchase the Early Payment Default Loans.

28. Defendant has refused and failed to repurchase the Early Payment Default Loans.

29. As a direct, proximate and actual result of Defendant's breach of its obligation to repurchase the Early Payment Default Loans, DBSP has suffered damages in an amount to be determined at trial, but which is not less than \$1.99 million as of April 19, 2007, plus interest.

**SECOND CLAIM FOR RELIEF**  
**(Unjust Enrichment)**

30. Plaintiff DBSP realleges paragraphs 1 through 29 of this complaint as if fully set forth herein.

31. In consideration of the sale of the Early Payment Default Loans by Defendant to DBSP, Defendant received payment from DBSP.

32. Defendant has wrongfully refused to repurchase the Early Payment Default Loans, causing DBSP to lose the use of those moneys due and owing, and requiring DBSP to incur attorneys' fees to recover these costs due under the Purchase Agreement and the Seller Guide. It would be unjust and inequitable to allow Defendant to benefit in this manner.

33. By reason of the foregoing, Defendant has been unjustly enriched at the expense of DBSP, and DBSP has suffered damages in an amount to be established at trial.

**THIRD CLAIM FOR RELIEF**  
**(Indemnification for Legal Fees And Related Costs)**

34. Plaintiff DBSP realleges paragraphs 1 through 33 of this complaint as if fully set forth herein.

35. Pursuant to Section 5 of the Purchase Agreement and the indemnification provisions in the Seller Guide, Defendant agreed to indemnify DBSP for any and all claims, losses, damages, penalties, fines, forfeitures, legal fees and related costs, judgments, and any other costs, fees and expenses that DBSP may sustain that are in any way related to Defendant's breach of Defendant's representations, warranties, covenants, agreements or obligations under the Purchase Agreement and the Seller Guide.

36. Defendant has breached its representations and warranties and failed to observe its obligations, causing DBSP to suffer the damages for which Defendant owes indemnity.

37. Defendant is therefore liable to DBSP for all of DBSP's legal fees and related costs, and all other costs, fees and expenses that DBSP has incurred, is incurring and will incur in connection with Defendant's failure to observe and perform its obligations to repurchase the Early Payment Default Loans.

**FOURTH CLAIM FOR RELIEF**  
**(Specific Performance)**

38. Plaintiff DBSP realleges paragraphs 1 through 37 of this complaint as if fully set forth herein.

39. The Purchase Agreement is a valid, enforceable contract between Defendant and DBSP.

40. Under the terms of the Purchase Agreement, DBSP and Defendant made several valid and enforceable mutual agreements.

41. DBSP substantially performed its obligations under the Purchase Agreement by, *inter alia*, purchasing Mortgage Loans from Defendant pursuant to the terms and provisions of the Purchase Agreement and the Seller Guide.

42. DBSP is willing and able to perform its obligations under the Purchase Agreement by, including, but not limited to, delivering repurchased loans to Defendant.

43. Upon information and belief, Defendant is able to continue to perform under the Purchase Agreement by, including but not limited to, repurchasing the Early Payment Default Loans.

44. DBSP has suffered harm resulting from Defendant's refusal to repurchase the Early Payment Default Loans for which there is no adequate remedy at law.

45. DBSP has demanded, and is entitled to, specific performance of Defendant's repurchase obligations under the Purchase Agreement.

46. As a result of the foregoing breaches, pursuant to the Purchase Agreement, Defendant is obligated to pay DBSP an amount to be determined at trial, but which is not less than \$1.99 million as of April 19, 2007, plus interest.

**PRAYER FOR RELIEF**

WHEREFORE, plaintiff DBSP respectfully requests judgment against Defendant awarding DBSP:

- A. Damages in an amount to be determined at trial but not less than \$1.99 million;
- B. Specific performance of the Purchase Agreement;
- C. Attorneys' fees and related costs, and all other costs, fees and expenses that DBSP has incurred, is incurring and will incur in this action in connection with Defendant's failure to observe and perform its obligations under the Purchase Agreement and Seller Guide; and
- D. Such other and further relief as the Court may deem just and proper.

Dated: New York, New York  
May 25, 2007

THACHER PROFFITT & WOOD LLP

By: 

John P. Doherty (JD-3275)  
Richard F. Hans (RH-0110)  
Kerry Ford Cunningham (KF-1825)  
Brendan E. Zahner (BZ-8645)  
Two World Financial Center  
New York, New York 10281  
(212) 912-7400

*Attorneys for DB Structured Products, Inc.*

# Exhibit C

Mark S. Kaufman (MK 2006)  
KAUFMAN & KAHN, LLP  
747 Third Avenue, 32<sup>nd</sup> Floor  
New York, NY 10017  
(212) 293-5556

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

----- x

DB STRUCTURED PRODUCTS, INC.,

Plaintiff,

-- against --

LENDER LTD.,

Defendant.

----- x

:

:

:

:

:

Case No. 07 Civ. 4119 (DLC)

**AMENDED ANSWER**

Defendant Lender Ltd., by and through its attorneys Kaufman & Kahn, LLP, as and for its  
Answer to the Complaint, states as follows:

1. Declines to respond to Paragraph 1 of the Complaint, as it alleges legal conclusions to which no response is required.
2. Declines to respond to Paragraph 2 of the Complaint, as it alleges legal conclusions to which no response is required.
3. Denies having knowledge or information sufficient to admit or deny the allegations set forth in Paragraph 3 of the Complaint.
4. Admits the allegations set forth in Paragraph 4 of the Complaint.
5. Admits the allegations set forth in Paragraph 5 of the Complaint.



6. Neither admits nor denies the allegations set forth in Paragraph 6 of the Complaint, and refers the Court to the terms of the document referenced therein, to ascertain their meaning.

7. Neither admits nor denies the allegations set forth in Paragraph 7 of the Complaint, and refers the Court to the terms of the document referenced therein, to ascertain their meaning.

8. Denies the allegations set forth in Paragraph 8 of the Complaint, and refers the Court to the terms of the document referenced therein, to ascertain their meaning.

9. Denies having knowledge or information sufficient to admit or deny the allegations set forth in Paragraph 9 of the Complaint, and refers the Court to the terms of the document referenced therein, to ascertain their meaning.

10. Denies having knowledge or information sufficient to admit or deny the allegations set forth in Paragraph 10 of the Complaint, and refers the Court to the terms of the document referenced therein, to ascertain their meaning.

11. Denies having knowledge or information sufficient to admit or deny the allegations set forth in Paragraph 11 of the Complaint, and refers the Court to the terms of the document referenced therein, to ascertain their meaning.

12. Denies each and every allegation set forth in Paragraph 12 of the Complaint, and refers the Court to the terms of the document referenced therein, to ascertain their meaning.

13. Denies having knowledge or information sufficient to admit or deny the allegations set forth in Paragraph 13 of the Complaint, and refers the Court to the terms of the document referenced therein, to ascertain their meaning.

14. Denies having knowledge or information sufficient to admit or deny the allegations set forth in Paragraph 14 of the Complaint, and refers the Court to the terms of the document referenced therein, to ascertain their meaning.

15. Denies each and every allegation set forth in Paragraph 15 of the Complaint, except admits that it has not repurchased any of the loans that apparently are the subject of the Complaint.

16. Denies having knowledge or information sufficient to admit or deny the allegations set forth in Paragraph 16 of the Complaint.

17. Denies each and every allegation set forth in Paragraph 17 of the Complaint.

18. Denies each and every allegation set forth in Paragraph 18 of the Complaint, except denies having knowledge or information sufficient to admit or deny the allegations regarding DBSP's maintenance requirements or securitization abilities.

19. Neither admits nor denies the allegations set forth in Paragraph 19 of the Complaint, and refers the Court to the terms of the document referenced therein, to ascertain their meaning.

20. Neither admits nor denies the allegations set forth in Paragraph 20 of the Complaint, and refers the Court to the terms of the document referenced therein, to ascertain their meaning.

21. Denies each and every allegation set forth in Paragraph 21 of the Complaint.

22. Neither admits nor denies the allegations set forth in Paragraph 22 of the Complaint, and refers the Court to the terms of the document referenced therein, to ascertain their meaning.

23. Denies each and every allegation set forth in Paragraph 23 of the Complaint, and refers the Court to the terms of the document referenced therein, to ascertain their meaning.

24. Denies each and every allegation set forth in Paragraph 24 of the Complaint, and refers the Court to the terms of the document referenced therein, to ascertain their meaning.

25. Repeats and realleges paragraphs 1 through 24 of this Answer as if fully set forth herein.

26. Denies having knowledge or information sufficient to admit or deny the allegations set forth in Paragraph 26 of the Complaint, and refers the Court to the terms of the document referenced therein, to ascertain their meaning.

27. Denies having knowledge or information sufficient to admit or deny the allegations set forth in Paragraph 27 of the Complaint.

28. Denies each and every allegation set forth in Paragraph 28 of the Complaint, except admits that it has not repurchased any of the loans that apparently are the subject of the Complaint.

29. Denies each and every allegation set forth in Paragraph 29 of the Complaint.

30. Repeats and realleges paragraphs 1 through 29 of this Answer as if fully set forth herein.

31. Denies having knowledge or information sufficient to admit or deny the allegations set forth in Paragraph 31 of the Complaint.

32. Denies each and every allegation set forth in Paragraph 32 of the Complaint.

33. Denies each and every allegation set forth in Paragraph 33 of the Complaint.

34. Repeats and realleges paragraphs 1 through 33 of this Answer as if fully set forth herein.

35. Denies each and every allegation set forth in Paragraph 35 of the Complaint, and refers the Court to the terms of the document referenced therein, to ascertain their meaning.

36. Denies each and every allegation set forth in Paragraph 36 of the Complaint.

37. Denies each and every allegation set forth in Paragraph 37 of the Complaint.

38. Repeats and realleges paragraphs 1 through 37 of this Answer as if fully set forth herein.

39. Declines to respond to Paragraph 39 of the Complaint, as it alleges legal conclusions to which no response is required.

40. Declines to respond to Paragraph 40 of the Complaint, as it alleges legal conclusions to which no response is required.

41. Denies each and every allegation set forth in Paragraph 41 of the Complaint.

42. Denies having knowledge or information sufficient to admit or deny the allegations set forth in Paragraph 42 of the Complaint.

43. Denies each and every allegation set forth in Paragraph 43 of the Complaint.

44. Denies each and every allegation set forth in Paragraph 44 of the Complaint.

45. Denies each and every allegation set forth in Paragraph 45 of the Complaint.

46. Denies each and every allegation set forth in Paragraph 46 of the Complaint.

**AS AND FOR A FIRST AFFIRMATIVE DEFENSE**  
**(Failure to State a Claim)**

47. The Complaint fails to state a claim upon which relief may be granted.

**AS AND FOR A SECOND AFFIRMATIVE DEFENSE**  
**(Breach of Contract)**

48. Plaintiff DB Structured Products, Inc. ("DBSP") failed to comply with its material obligations pursuant to any agreement DBSP had with Lender.

49. As a result of DBSP's breach of contract, Lender is not obligated to repurchase the Loans.

**AS AND FOR A THIRD AFFIRMATIVE DEFENSE**  
**(Election of Remedies)**

50. Upon information and belief, or its representatives have commenced foreclosure proceedings in connection with some or all of the loans that apparently are the subject of the Complaint (each, a "Loan").

51. Such conduct constitutes an election of remedies with respect to each of such Loans.

52. As a result of the foregoing, DBSP is barred from compelling defendant Lender Ltd. ("Lender") to repurchase any of such Loans.

**AS AND FOR A FOURTH AFFIRMATIVE DEFENSE**  
**(Estoppel)**

53. The foreclosure proceedings commenced by DBSP may impede Lender from enforcing the Loans.

54. DBSP's conduct has prejudiced Lender's ability to enforce the Loans, so that it would be inequitable to compel Lender to repurchase the Loans.

55. DBSP is estopped from recovery against Lender due to its own conduct and actions, including, but not limited to, conduct in violation of the covenant of good faith and fair dealing.

**AS AND FOR A FIFTH AFFIRMATIVE DEFENSE**  
**(Laches)**

56. The claims arising out of the subject matter, transactions and occurrences alleged in the Complaint are barred by the doctrine of laches.

**AS AND FOR A SIXTH AFFIRMATIVE DEFENSE**  
**(Unclean Hands)**

57. DBSP's claims are barred pursuant to the doctrine of "unclean hands."

**AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE**  
**(Waiver)**

58. By its own conduct and actions, DBSP has waived its right to any recovery against Lender.

**AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE**  
**(Assignment and Assumption / Indemnification)**

59. To the extent that any sums may be adjudged against Lender Ltd. in favor of plaintiff DBSP, liability therefor is the sole responsibility of CML Direct, Inc., d/b/a Creative Mortgage Lending, John Sanger, and Blaise Dietz, jointly and severally.

**AS AND FOR A NINTH AFFIRMATIVE DEFENSE**  
**(Subject to Amendment)**

60. Lender hereby gives notice that it intends to rely upon such other and further defenses as may become available or apparent during the discovery proceedings in the action and hereby reserves the right to amend its Answer and to assert any such further defense or claim by appropriate motion.

**WHEREFORE**, defendant Lender Ltd. respectfully requests that the Complaint be dismissed in its entirety with prejudice, and that Lender Ltd. be awarded the costs, disbursements and reasonable attorney's fees incurred in connection with defending against this action, and such other and further relief as deemed appropriate by the Court.

Dated: New York, New York  
August 9, 2007

KAUFMAN & KAHN, LLP  
Attorneys for Defendant

BY: /Mark S. Kaufman/  
Mark S. Kaufman (MK 2006)  
747 Third Avenue, 32<sup>nd</sup> Floor  
New York, NY 10017  
(212) 293-5556

Mark S. Kaufman (MK 2006)  
KAUFMAN & KAHN, LLP  
747 Third Avenue, 32<sup>nd</sup> Floor  
New York, NY 10017  
(212) 293-5556

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

----- X  
DB STRUCTURED PRODUCTS, INC.,

Plaintiff,

-- against --

LENDER LTD.,

Defendant/Third-Party Plaintiff,

-- against --

CML DIRECT, INC., d/b/a CREATIVE MORTGAGE  
LENDING,

Third-Party Defendant.  
----- X

: Case No. 07 Civ. 4119 (DC)

: **THIRD PARTY**

: **COMPLAINT**

: **(Jury Trial Demanded)**

Defendant/Third-Party Plaintiff Lender Ltd., by and through its attorneys Kaufman & Kahn,  
LLP, as and for its Third Party Complaint, pursuant to Fed. R. Civ. Pro. Rule 14(a), states as follows:

1. Plaintiff DB Structured Products, Inc. ("DBSP") has filed against defendant Lender Ltd.  
a Summons and Complaint. (A copy of DBSP's Summons and Complaint, with exhibits, is annexed and  
made Exhibit "A" hereto.)

dk,  
refer



**JURISDICTION AND VENUE**

2. Supplemental jurisdiction of the court is invoked pursuant to 28 U.S.C.A. §1367(a).
3. Venue is proper in this District pursuant to 28 U.S.C.A. § 1391(b).

**PARTIES**

4. Third-Party Plaintiff Lender Ltd. ("Lender") is a corporation formed under the laws of Michigan with its principal place of business located at 7789 East M-36, Whitmore Lake, Michigan.

5. Upon information and belief, Third-Party Defendant CML Direct, Inc., d/b/a Creative Mortgage Lending ("Creative Mortgage"), is a corporation formed under the laws of Michigan with its principal place of business located at 26555 Evergreen Rd., Suite 810, Southfield, Michigan 48076.

**FACTS**

6. Lender is in the business of mortgage lending.

7. Pursuant to an agreement dated January 13, 2006 (the "IOC Agreement"), Creative Mortgage became an Independent Operating Center ("IOC") or branch of Lender.

8. Creative Mortgage originated the loans that were purchased by DBSP and are the subject of the Complaint (the "DBSP Loans").

9. Creative Mortgage negotiated the agreement with DBSB without the procedures, review or authorization of Lender.

10. The IOC Agreement was terminated in June 2006.

11. Lender and Creative Mortgage, by Sanger, its co-President, entered into an agreement dated January 16, 2007 (the "Assignment and Assumption"). (A copy of the Assignment and Assumption is annexed and made Exhibit "B" hereto.)

12. The Assignment and Assumption provides as follows:

CML Direct Inc. hereby assumes and agrees to discharge all of Lender, Ltd.'s duties and obligations under such Agreements, effective with the date of this Assignment and Assumption and agrees to hold Lender, Ltd. harmless from any economic loss or performance obligation under such Agreements and after the date of this Agreement.

*D + ref*  
See Ex. B.

*DM*  
13. Upon information and belief, based on email correspondence from DBSP in connection with DBSP's demanding repurchase of the DBSP Loans, the DBSP Loans consist of loans made to the following borrowers: Maradith Raymond (two loans); Melissa Wells (two loans); Malik Salaam (two loans); Robert Corsi; and Joseph Miller. (A copy of an email dated April 16, 2007, from Jimmy Yan of Deutsche Bank Securities, Inc. is annexed and made Exhibit "C" hereto.)

*DM + ref*  
14. A schedule of loans that are the subject of the Assignment and Assumption is annexed thereto, and the DBSP Loans are specifically set forth on the schedule. (A copy of excerpts from the schedule, marked to indicate the DBSP Loans, is annexed and made Exhibit "D" hereto.)

*D + ref*  
15. Creative Mortgage confirmed the execution of the Assignment and Assumption in a series of emails dated January 11, 2007 through January 16, 2007, between Greg Drury, Assistant Vice President of Lender, and Jonathan Tomlanovich, an employee of Creative Mortgage. (A copy of the emails are annexed and made Exhibit "E" hereto.)

*DM + ref*  
16. The "Seller Loan Purchase Agreement" dated March 10, 2006, between DBSP and Lender provides as follows: "Any suit, action, or proceeding against Seller [Lender] with respect to this Agreement may be brought in a court of competent jurisdiction in the County of New York, New or York or in the United States District Court for the Southern District of New York." See Ex. 1 to

Complaint (Ex. A hereto).

17. By virtue of executing the Assignment and Assumption, defendants agreed, *inter alia*, to subject themselves to the jurisdiction of the United States District Court for the Southern District of New York in connection with claims arising out of the DBSP Loans.

18. Based on the foregoing, to the extent Lender allegedly has any liability to DBSP, Creative Mortgage is liable entirely therefor.

**WHEREFORE**, Defendant/Third-Party Plaintiff Lender Ltd. demands judgment against Third-Party Defendant CML Direct, Inc., d/b/a Creative Mortgage Lending, for all sums that may be adjudged against Lender Ltd. in favor of plaintiff D.B. Structured Products, Inc.

Dated: New York, New York  
August 20, 2007

KAUFMAN & KAHN, LLP

/Mark S. Kaufman/

Mark S. Kaufman (MK 2006)

Attorneys for Defendant/Third-Party Plaintiff.  
Lender Ltd.

747 Third Avenue, 32nd Floor

New York, NY 10017

Tel.: (212) 293-5556

Email: [kaufman@kaufmankahn.com](mailto:kaufman@kaufmankahn.com)

**ASSIGNMENT AND ASSUMPTION**

Lender Ltd. hereby assigns to CML Direct Inc. all of its rights in and to the Agreements listed on Exhibit A to this Assignment and Assumption.

CML Direct Inc. hereby assumes and agrees to discharge all of Lender, Ltd.'s duties and obligations under such Agreements, effective with the date of this Assignment and Assumption and agrees to hold Lender, Ltd. harmless from any economic loss or performance obligation under such Agreements from and after the date of this Agreement.

The parties hereby direct and authorize all of the counterparties to the Agreements to deal with CML Direct Inc. as a party to the Agreements in place of Lender Ltd.

Dated: 1/16, 2007

**LENDER LTD.**

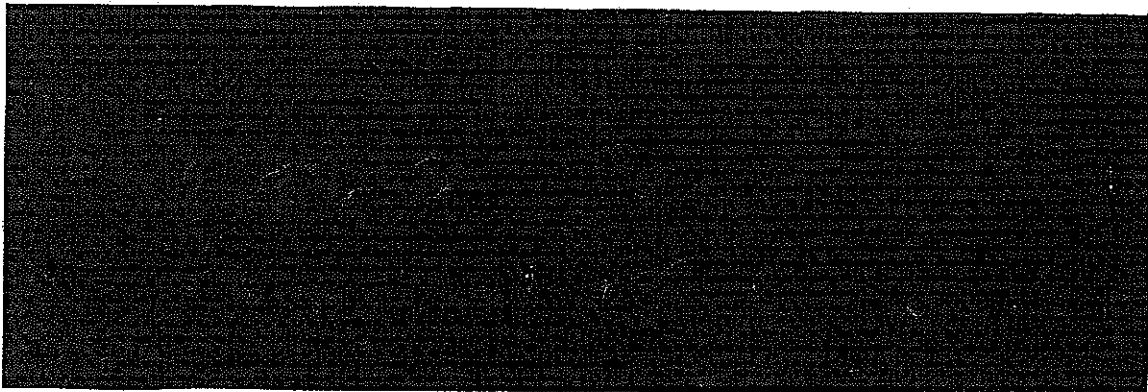
By: [Signature]

Its: \_\_\_\_\_

**CMLDIRECT INC.**

By: [Signature] John Sanger

Its: Co - CEO







1-800-555-1070

ALL CHINESE LITERATURE

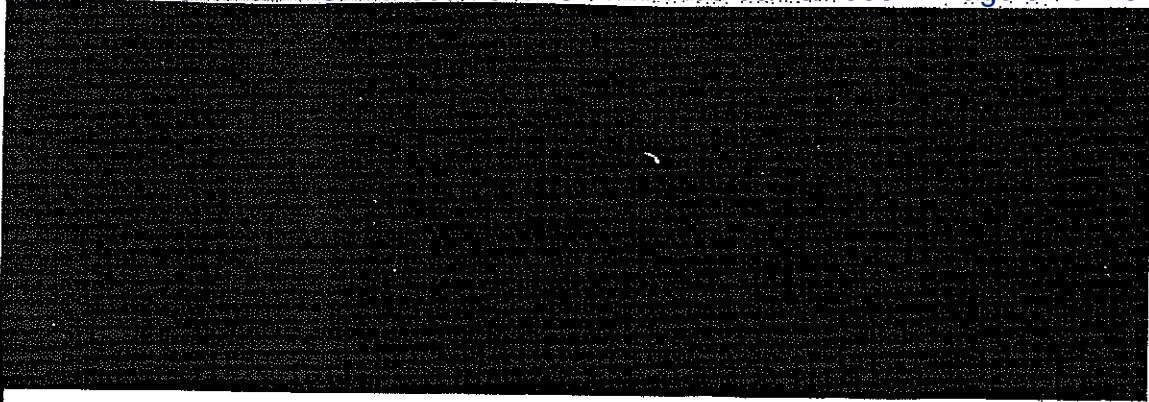
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CMR Creative Production

**WITNESS:**



1/17/2007 - 1/17/2007

Ch. Credit Line Position

Client/Item Name	Ref. In. Amt/Last Mnt	Int. Rate	Orig. Date	Orig. Method	Type of Loan	Loan Purpose	Inst. Name	Inst. Acct	Inst. Bal	Inst. Date	Inst. Fwd. Dt
BRADLEY, BILLY	27,000.00	10.00%	10/18/2006	FUNDED	SUB-PRIME	PURCHASE	Countrywide Home Loans	444	10/18/06	10/18/06	
BRADLEY, BILLY	27,000.00	10.00%	10/18/2006	FUNDED	SUB-PRIME	PURCHASE	Countrywide Home Loans	444	10/18/06	10/18/06	
BRADLEY, BILLY	27,000.00	10.00%	10/18/2006	FUNDED	SUB-PRIME	PURCHASE	Countrywide Home Loans	444	10/18/06	10/18/06	
BRADLEY, BILLY	27,000.00	10.00%	10/18/2006	FUNDED	SUB-PRIME	PURCHASE	Countrywide Home Loans	444	10/18/06	10/18/06	
BRADLEY, BILLY	27,000.00	10.00%	10/18/2006	FUNDED	SUB-PRIME	PURCHASE	Countrywide Home Loans	444	10/18/06	10/18/06	
BRADLEY, BILLY	27,000.00	10.00%	10/18/2006	FUNDED	SUB-PRIME	PURCHASE	Countrywide Home Loans	444	10/18/06	10/18/06	
BRADLEY, BILLY	27,000.00	10.00%	10/18/2006	FUNDED	SUB-PRIME	PURCHASE	Countrywide Home Loans	444	10/18/06	10/18/06	
BRADLEY, BILLY	27,000.00	10.00%	10/18/2006	FUNDED	SUB-PRIME	PURCHASE	Countrywide Home Loans	444	10/18/06	10/18/06	
BRADLEY, BILLY	27,000.00	10.00%	10/18/2006	FUNDED	SUB-PRIME	PURCHASE	Countrywide Home Loans	444	10/18/06	10/18/06	
BRADLEY, BILLY	27,000.00	10.00%	10/18/2006	FUNDED	SUB-PRIME	PURCHASE	Countrywide Home Loans	444	10/18/06	10/18/06	

1/17/2007

4 of 4



Approved Broker List						
Company Name	Credit Analyst	States Approved	Fax #	Phone #	Address	Contact
1st Liberty Home Loans	Jim Blair	FL	952-224-1199	952-224-1100	10400 Viking Dr. #530, Eden Prairie, MN 55347	Robert Mancini
A Fast Mortgage LLC	Pat Malone	FL	321-256-0852	321-206-3491	1717 Chishury Ct., Orlando, FL 32837	Juan Lopez
A.C. Financial LLC	Mike Tomlanovich	MI	248-898-1265	248-898-1322	4040 Elizabeth Lake Rd., Suite A, White Lake, MI 48386	Marc Chiappelli
AAA Mortgage, Inc.	Jennifer Walling	AK	907-374-0887	907-374-0566	518 2nd Ave., Suite 323, Fairbanks, AK 99701	Michael Warlick, Jr.
ABS Financial Inc dba Greater Ohio Mortgage	Mike Tomlanovich	OH	740-453-4669	740-453-4662	136 Maple Ave., Zanesville, OH 43701	Jerry Miller
Academy Mortgage Loans	Jim Blair	CO	719-886-1441	719-886-4444	411 S. Cascade Ave. #100, Colorado Springs, CO 80909	Malayna Swickard
Advanced Financial Home Loans the dba of First Magnus Financial Corporation (the dba of First Magnus Financial Corporation (mail	Mike Tomlanovich	MI	616-464-1340	616-464-1340	2333 East Paris Ave. SE, Suite 201, Grand Rapids, MI 49503	Jeffery Steffens
Advantage Home Loans, LLC	Mike Tomlanovich	MI	520-618-9010	603 N. Wilmont Rd., Tucson, AZ 85711		Sarah Martins
AFI Financial, Inc.	Mike Tomlanovich	MI	248-887-1917	248-887-1919	206 W. Highland Rd. #100, Highland, MI 48357	Scott Odfield
AIM Financial, Inc.	Mike Tomlanovich	MI, FL	313-730-5080	313-730-5119	23400 Michigan Ave., #1202, Dearborn, MI 48124	John Deirandisco
All Capital Mortgage Funding, Inc.	Mike Tomlanovich	MI	313-730-5080	313-730-5119	4635 44th St SE # C-201, Grand Rapids, MI 49512	Jeffery Baum
All-Florida Mortgage Centers, Inc.	Steve Rubin	FL	816-594-7450	616-554-7450	2350 West 84th Street, Suite 16, Hialeah, FL 33016	Billy Diaz
All-Florida Mortgage, Inc. (main office, Grand Rapids)	Mike Tomlanovich	FL	305-675-8214	305-362-3232	4721 S. Orange Ave., Orlando, FL 32806	Jeffrey Padua
Alliant Mortgage, Inc. (West Bloomfield)	Mike Tomlanovich	MI	407-367-0099	407-240-6090	5344 Plainfield Ave NE, Grand Rapids, MI 49505	Christine Mitchell
Allied Home Mortgage Capital Corp	Mike Tomlanovich	MI	248-661-8194	248-661-8284	7043 Timberview Trl, West Bloomfield, MI 48322	Leparia Sargator
Allied Home Mortgage of Central Florida, Inc.	Mike T / Jim Blair	MI, FL, OH, AK, CO, IN	713-664-0788	713-353-0461	6110 Phenom Dr., Houston, TX 77062	Christopher Lopez
AmeriFirst Financial Corp.	Mike Tomlanovich	FL	386-574-7285	386-860-0031	1616 W. Centre Avenue, Portage, MI 49024	William Ashton
Amerisource Home Mortgage LLC	Mike Tomlanovich	MI, FL	269-324-4676	269-324-4240	36134 Green St., New Baltimore, MI 48047	Malissa Meade
Anchorage Home Mortgage LLC	Mike Tomlanovich	MI	586-716-7442	586-716-7440	35 West Pine St., Suite 213, Orlando, FL 32801	David Kane
Apex Branch, Inc.	Deb Howard	AK	907-336-5462	907-577-6365	2604 Fairbanks St. # 100, Anchorage, AK 99503	Donald Held
Apex Financial Group dba APEX Mortgage	Jim Blair	FL	407-418-2213	407-308-0571	215 W. Bloomingdale Ave., Brandon, FL 33511	Alex Valle
Apex Mortgage Services, LLC	Tim Schaefer	MI, FL, OH, CO, AK	407-557-3247	813-664-1111	2550 Corporate Exchange Dr., Suite 102, Columbus, OH 43215	Jessica Simas
A-plus Mortgage, LLC	Jennifer Walling	MI, FL, IN, CO, OH	614-339-8780	614-339-2739	1020 9th Street, 1st Floor, Greeley, CO 80631	Allen Salmer
ARC Lending, LLC	Mike Tomlanovich	CO	970-352-3382	970-352-3360	5430 S. Dort Hwy, Flint, MI 48907	Debra Dipillo
ARS Funding Group	Jim Blair	MI	810-803-2802	810-803-2272	300 Wilshire Blvd., Suite 238, Casselberry, FL 32707	Alan Seldin
ASAP Mortgage and Investments Inc.	Patty Malone	FL	407-260-2009	407-260-1009	973 Dickens Place, West Palm Beach, FL 33411	Christine Lansing
Avalar Home Mortgage of Central Florida	Jim Blair	FL	772-325-0195	561-368-2481	4420 S Highway 27 #7, Clermont, FL 34711	Margie Donelson
Avalon Financial Services, Inc.	Jim Blair	FL	352-394-0818	352-241-6228	3403 Hancock Bridge Parkway, Suite 2, N. Fort Myers, FL 33901	Barbara Tamburo
B & T Mortgage, LLC	Steve Rubin	CO	303-485-9760	303-702-3030	410 Terry St., Longmont, CO 80501	Kevin M. Robbins
Blanc Plus Home Mortgage Center, Inc.	Mike Tomlanovich	MI	313-642-4405	313-642-4401	3078 Eastland Blvd., Suite 308, Clearwater, FL 33761	Wade Whiteley
Baypoint Financial Services, Inc.	Jim Blair	FL	954-568-2718	954-568-2787	10333 Linn Station Rd., Louisville, KY 40223	Mac Hom
Benchmark Mortgage LLC	Jim Blair	FL	239-997-9211	239-997-9200	260 E. Brown St., Suite 151, Birmingham, MI 48009	Waller Drummond
Best Buy Mortgage Services, Inc.	Steve Rubin	FL	727-499-7123	727-786-7211	1504 E. Grand River, East Lansing, MI 48823	Vince Caporale
Blackhorse Mortgage Corp.	Mike Tomlanovich	FL, IN	502-412-1177	502-412-1759	23725 W. 12 Mile Rd., Suite 302, Southington, MI 48034	Nicole Scruggs
Blountfield Birmingham Mortgage Co.	Mike Tomlanovich	MI, FL	248-203-7732	248-203-7728	2168 Wyndmere St., Swartz Creek, MI 48064	Scott Wilkinson
Brellin Home Mortgage	Mike T / Jim Blair	MI, FL	517-324-3533	517-324-3540	212 West Main St., Stockbridge, MI 49285	Jody Meier
Brellin Home Mortgage	Mike Tomlanovich	MI, FL	517-324-3533	517-324-3540	409 W. Hallandale Beach Blvd. #204, Hallandale, FL 33024	Cliff Clarke
Bridge Financial Services	House Account	MI, FL	248-355-1401	248-355-1400	10184 Harmony Dr., Interlochen, MI 49843	Tanya Hoover
Brookview Mortgage LLC	Mike Tomlanovich	MI	517-905-6000	517-851-4543	3048 Glade St., Muskegon, MI 49444	Richard Sacolito
C & R Mortgage, Inc.	Mike Tomlanovich	MI	586-493-8127	586-493-1892	1562 San Marino Ct., Punta Gorda, FL 33950	Ron Cassle
Capital Finance Group	Mike Tomlanovich	FL	959-370-0729	959-370-0729	2305 East Paris Ave. SE, Suite 201, Grand Rapids, MI 49503	Cybele Hernandez
Cascade Home Mortgage	Mike Tomlanovich	FL	386-886-3999	386-886-3999	603 N. Wilmont Rd., Tucson, AZ 85711	Jeffery Steffens
Cascade & Associates, Inc.	Blaise Dietz	MI	231-737-9084	231-737-9084	185 Waymont Ct., Suite 101, Lake Mary, FL 32746	Sarah Martins
CC Mortgage LLC	Ron Respondek	MI	231-275-1000	231-275-1000	407-320-0898	Darin Canelli
Charter Funding the dba of First Magnus Financial Corporation (main	Steve Rubin	MI, FL, IN	941-837-9190	787-347-2418	407-869-0088	David Christensen
Charter Funding the dba of First Magnus Financial Corporation (main	Mike Tomlanovich	MI, FL, IN	616-464-1341	616-464-1340		
Chase Capital Mortgage and Investment LLC	Mike Tomlanovich	MI, FL, IN	407-320-0898	407-320-0898		
Christensen Financial, Inc.	Ben Griffin	FL, CO	407-869-0283	407-869-0008	2184 SR 434 West, Longwood, FL 32779	

Approved Broker List						
Company Name	Credit Analyst	States Approved	Fax #	Phone #	Address	Contact
1st Liberty Home Loans	Jim Blair	FL	952-224-1189	952-224-1100	10400 Vicking Dr. #530, Eden Prairie, MN 55347	Robert Mancini
A Fast Mortgage LLC	Patti Malone	FL	321-256-0682	321-206-3491	1717 Chisbrey Ct., Orlando, FL 32837	Juan Lopez
A.C. Financial LLC	Mike Tomlanovich	MI	248-698-1285	248-698-1322	9440 Elizabeth Lake Rd., Suite A, White Lake, MI 48398	Marc Chiappelli
AAA Mortgage, Inc.	Jennifer Walling	AK	907-374-0887	907-374-0566	5116 2nd Ave., Suite 323, Fairbanks, AK 99701	Michael Wanlick Jr.
ABS Financial Inc dba Greater Ohio Mortgage	Mike Tomlanovich	OH	740-453-4668	740-453-4662	1136 Maple Ave., Zanesville, OH 43701	Jerry Miller
Academy Mortgage Loans	Jim Blair	CO	718-886-4441	718-886-4444	411 S. Cascade Ave. #100, Colorado Springs, CO 80901	Malayna Sweekard
Advanced Financial Home Loans dba of First Magnus Financial Corporation (main)	Mike Tomlanovich	MI	616-464-1340	616-464-1340	2305 East Paris Ave. SE, Suite 201, Grand Rapids, MI 49503	Jeffery Steffens
Advanced Financial Home Loans dba of First Magnus Financial Corporation (main)	Mike Tomlanovich	MI	248-887-1817	248-887-1817	603 N. Wilmont Rd., Tucson, AZ 85711	Sarah Martins
Advanced Financial Home Loans dba of First Magnus Financial Corporation (main)	Mike Tomlanovich	MI	313-730-5080	313-730-5119	206 W. Highland Rd. #100, Highland, MI 48357	Scott Oldfield
AFI Financial, Inc.	Mike Tomlanovich	MI	313-730-5080	313-730-5119	23400 Michigan Ave., #1202, Dearborn, MI 48124	John Derandisco
AIM Financial, Inc.	Mike Tomlanovich	MI	305-675-8214	305-675-8214	4635 44th St SE # C-201, Grand Rapids, MI 49512	Jeffery Baum
All Capital Mortgage Funding, Inc.	Steve Rubin	FL	407-367-0099	407-240-6060	2330 West 84th Street, Suite 16, Hialeah, FL 33016	Betty Diaz
All-Florida Mortgage Centers, Inc.	Mike Tomlanovich	FL	616-447-8538	616-447-8585	1721 S. Orange Ave., Orlando, FL 32806	Jeffrey Perdue
Alliant Mortgage, Inc. (main office, Grand Rapids)	Mike Tomlanovich	MI	248-661-8194	248-661-8284	7044 Plainfield Ave NE, Grand Rapids, MI 49525	Christine Mitchell
Alliant Mortgage, Inc. (West Bloomfield)	Mike Tomlanovich	MI	713-353-0461	713-353-0461	16110 Pinenont Dr., Houston, TX 77092	Lagartie Sangster
Allied Home Mortgage Capital Corp	Mike Tomlanovich	MI	366-674-7285	366-674-7285	1749 Haverhill Dr., Deltona, FL 32725	Christopher Lopez
American Home Mortgage of Central Florida, Inc.	Mike Tomlanovich	FL	268-324-4676	268-324-4676	616 W. Centre Avenue, Portage, MI 49024	William Ashton
Amorfirst Financial Corp.	Mike Tomlanovich	MI	366-674-7285	366-674-7285	1749 Haverhill Dr., Deltona, FL 32725	Malissa Meade
Amerisource Mortgage LLC	Mike Tomlanovich	MI	366-674-7285	366-674-7285	1749 Haverhill Dr., Deltona, FL 32725	David Kane
Anchorage Home Mortgage LLC	Mike Tomlanovich	MI	366-674-7285	366-674-7285	1749 Haverhill Dr., Deltona, FL 32725	Donald Held
Apex Branch, Inc.	Mike Tomlanovich	MI	366-674-7285	366-674-7285	1749 Haverhill Dr., Deltona, FL 32725	Alex Valle
Apex Financial Group dba APEX Mortgage	Mike Tomlanovich	MI	366-674-7285	366-674-7285	1749 Haverhill Dr., Deltona, FL 32725	Jessica Sines
Apex Mortgage Services, LLC	Mike Tomlanovich	MI	366-674-7285	366-674-7285	1749 Haverhill Dr., Deltona, FL 32725	Travis Cline
A-Plus Mortgage, LLC	Mike Tomlanovich	MI	366-674-7285	366-674-7285	1749 Haverhill Dr., Deltona, FL 32725	Allan Seifner
ARC Lending, LLC	Mike Tomlanovich	MI	366-674-7285	366-674-7285	1749 Haverhill Dr., Deltona, FL 32725	Debra Dillio
ARS Funding Group	Mike Tomlanovich	MI	366-674-7285	366-674-7285	1749 Haverhill Dr., Deltona, FL 32725	Alan Seidin
ASAP Mortgage and Investments Inc.	Mike Tomlanovich	MI	366-674-7285	366-674-7285	1749 Haverhill Dr., Deltona, FL 32725	Christina Lenseig
Avalar Home Mortgage of Central Florida	Mike Tomlanovich	MI	366-674-7285	366-674-7285	1749 Haverhill Dr., Deltona, FL 32725	Margie Donelson
Avalon Financial Services, Inc.	Mike Tomlanovich	MI	366-674-7285	366-674-7285	1749 Haverhill Dr., Deltona, FL 32725	Donald Reynolds
B & T Mortgage, LLC	Mike Tomlanovich	MI	366-674-7285	366-674-7285	1749 Haverhill Dr., Deltona, FL 32725	Barbara Tamburo
Banc Plus Home Mortgage Center, Inc.	Mike Tomlanovich	MI	366-674-7285	366-674-7285	1749 Haverhill Dr., Deltona, FL 32725	Howard Vemick
Baypoint Financial Services, Inc.	Mike Tomlanovich	MI	366-674-7285	366-674-7285	1749 Haverhill Dr., Deltona, FL 32725	Kevin M. Robbins
Benchmark Mortgage LLC	Mike Tomlanovich	MI	366-674-7285	366-674-7285	1749 Haverhill Dr., Deltona, FL 32725	Wade Whiteley
Best Buy Mortgage Services, Inc.	Mike Tomlanovich	MI	366-674-7285	366-674-7285	1749 Haverhill Dr., Deltona, FL 32725	Donald Lichterman
Blackhorse Mortgage Corp.	Mike Tomlanovich	MI	366-674-7285	366-674-7285	1749 Haverhill Dr., Deltona, FL 32725	Mac Horn
Bloomfield Birmingham Mortgage Co.	Mike Tomlanovich	MI	366-674-7285	366-674-7285	1749 Haverhill Dr., Deltona, FL 32725	Waller Drummond
Brelin Home Mortgage	Mike Tomlanovich	MI	366-674-7285	366-674-7285	1749 Haverhill Dr., Deltona, FL 32725	Vince Caporale
Brelin Home Mortgage	Mike Tomlanovich	MI	366-674-7285	366-674-7285	1749 Haverhill Dr., Deltona, FL 32725	Nicole Scruggs
Brelin Home Mortgage	Mike Tomlanovich	MI	366-674-7285	366-674-7285	1749 Haverhill Dr., Deltona, FL 32725	Scott Wilkinson
Bridge Financial Services	Mike Tomlanovich	MI	366-674-7285	366-674-7285	1749 Haverhill Dr., Deltona, FL 32725	Jody Meier
Brookview Mortgage LLC	Mike Tomlanovich	MI	366-674-7285	366-674-7285	1749 Haverhill Dr., Deltona, FL 32725	Leonard Verifinden
C & R Mortgage, Inc.	Mike Tomlanovich	MI	366-674-7285	366-674-7285	1749 Haverhill Dr., Deltona, FL 32725	Cliff Clarke
Capital Finance Group	Mike Tomlanovich	MI	366-674-7285	366-674-7285	1749 Haverhill Dr., Deltona, FL 32725	Richard Sacilotto
Cascade Home Mortgage	Mike Tomlanovich	MI	366-674-7285	366-674-7285	1749 Haverhill Dr., Deltona, FL 32725	Tanya Hoover
Cascade & Associates, Inc.	Mike Tomlanovich	MI	366-674-7285	366-674-7285	1749 Haverhill Dr., Deltona, FL 32725	Ron Cassle
CC Mortgage LLC	Mike Tomlanovich	MI	366-674-7285	366-674-7285	1749 Haverhill Dr., Deltona, FL 32725	Cybele Hernandez
Charter Funding dba of First Magnus Financial Corporation (main)	Mike Tomlanovich	MI	366-674-7285	366-674-7285	1749 Haverhill Dr., Deltona, FL 32725	Jeffery Steffens
Charter Funding dba of First Magnus Financial Corporation (main)	Mike Tomlanovich	MI	366-674-7285	366-674-7285	1749 Haverhill Dr., Deltona, FL 32725	Sarah Martins
Chase Capital Mortgage and Investment LLC	Mike Tomlanovich	MI	366-674-7285	366-674-7285	1749 Haverhill Dr., Deltona, FL 32725	Darin Canetti
Christensen Financial, Inc.	Mike Tomlanovich	MI	366-674-7285	366-674-7285	1749 Haverhill Dr., Deltona, FL 32725	David Christensen



Clivestrum Mortgage	Ron Respondek	FL	305-233-4452	305-233-4445	12800 SW 133 Court, Miami, FL 33185	Karla Anapion
Classic Home Mortgage Corp.	Jeff Becker	MI	586-726-8653	586-726-8478	47702 Van Dyke, Shelby Twp, MI 48317	Paul Shkrelia
Classic Mortgage Solutions LLC	Jim Blair	MI	248-288-2603	248-298-2600	27270 Woodward Ave., Suite 210, Ferndale, MI 48220	Kelly Farrell/Dolance Farrell
Clearview Mortgage Lending LLC	Tim Schaefer	FL	813-677-0212	813-300-4843	10410 Soaring Eagle Dr., Riverview, FL 33569	Leo Fousek
CLM Lending Concepts	Mike Tomlanovich	MI	868-948-0295	586-558-9861	28131 Newport, Warren, MI 48088	Laura Contreras
CMI Group, the dba of Clayton Mortgage, Inc.	Steve Rubin	IN	317-826-0652	317-826-0652	12728 White Rock Ct., Indianapolis, IN 46236	Sharon Fulz
CMI Mortgage Company, the dba of Billins & Hall Inc.	Mike Tomlanovich	MI	810-887-4003	810-987-3171	400 Huron Ave., Port Huron, MI 48060	Jeff Billins
Coast Capital Mortgage Group, Inc.	Jeff Becker	FL	941-7981-0847	841-792-1767	8524 10th Ave NW, Bradenton, FL 34209	Hopo Kerhof
Comm. First Bank of Howard Co.	Jim Blair	IN	765-236-1873	765-456-4303	201 W. Sycamore, Kokomo, IN 46901	Lorrie Robinson
Commerce Financial Services LLC	Jeff Becker	MI	734-613-2183	734-513-2123	31300 Plymouth Rd., Livonia, MI 48150	Steven J. Cervin
Complete Employment Services Inc. dba Complete Mortgage Services of N. Jeff Becker	Mike Tomlanovich	FL	248-989-9488	248-969-3034	148 S. Washington St., Oxford, MI 48371	Denise Heidrich
Confidential Plus Mortgage, Inc.	Steve Rubin	MI	863-491-3399	863-491-4300	606 East Oak St., Arcadia, FL 34266	Francisco Bocella
Cooper & Ulrich Inc.	Mike Tomlanovich	MI	248-674-1006	248-674-1088	3011 St. Jude, Waterford, MI 48329	Richard Ulrich
Cross Mortgage LLC	Jim Blair	MI	810-742-7234	810-742-6970	1080 Creekwood Trail, Burton, MI 48509	Barbara Ewing
Dalco Funding, LLC	Mike Tomlanovich	MI	248-784-3282	248-784-3250	4301 Canal SW, Suite 200, Grandville, MI 49418	John Cross
Destination Home LLC	Mike Tomlanovich	MI	810-732-1338	810-732-2246	21711 W. Ten Mile Rd., Suite 200, Southfield, MI 48075	Carl Dallo
Direct Financial Services Corporation	Mike Tomlanovich	MI	248-856-8671	248-856-8670	6775 Daly Rd., Suite 104, West Bloomfield, MI 48322	Brian Birchmeier
Direct Lending Inc. (branch office)	Mike Tomlanovich	MI	850-466-9868	850-466-9872	G-5265 W. Pierson Rd., Flushing, MI 48433	Alex Lucia
Direct Lending Inc. (main office)	Mike T/Jeff B	MI, FL, IN, CO, AK	734-422-0726	734-422-0725	945 West Michigan Ave., Suite 125, Pensacola, FL 325	Phyllista Baldwin
Direct Lending Partners, LLC	Steve Rubin	FL	727-210-1405	727-466-4634	32800 Five Mile Rd., Suite 200, Livonia, MI 48164	Gus Shukliah
Diversified Mortgage Finance Inc.	Mike Tomlanovich	MI	517-485-0811	517-485-8800	601 Cleveland St., Suite 501, Clearwater, FL 33755	Jeff Robinson
Dixie Stone's Mortgage Group Inc.	Mike Tomlanovich	MI	352-351-8431	352-351-8611	1901 E. Michigan Ave., Lansing, MI 48912	Christien Galbraith
Dreamerica Mortgage, Inc.	Jim Blair	MI, IN	616-248-1859	616-248-1853	2201 SW College Rd., Suite 13, Ocala, FL 34474	Dixie Stone
Dreamerica Mortgage, Inc.	Mike Tomlanovich	MI, IN	850-578-4771	773-935-9154	1853 R.W. Benedis Dr. SW, Wyoming, MI 48509	Jeffery Anderson
Dreamerica Mortgage, Inc.	Mike Tomlanovich	MI, IN	847-483-9146	830-882-1811	5545 Nubata St., Fitchburg, IL 63711	Erica Peterson
Dreamerica Mortgage, Inc.	Mike Tomlanovich	MI, IN	815-834-8443	815-834-9440	1021 S. State St., Suite 200, Rolling Meadows, IL 60041	Jeffery Anderson
Dreamerica Mortgage, Inc. (main office)	Mike Tomlanovich	MI, IN	616-454-9332	616-454-9330	146 Monroe Center, Suite 260, Rolling Meadows, IL 60041	Sabrina Charles
Dynamic Financial, Inc.	Laurie Ruckman	FL	407-478-3807	407-848-9452	2117 Stryker Street, Orlando, FL 32805	Natasha Dolson
Dynamic Mortgage Solutions	Ben Griffin	FL	407-518-0755	407-818-6856	215 South Vernon Ave., Kissimmee, FL 34741	Jeffery Anderson
Easton Home Financial Group LLC	Jeff Becker	FL	854-301-5701	954-733-8888	3333 W. Commercial Blvd., #202, Ft. Lauderdale, FL 33309	Dennis Keenan
Easy Loans	Jim Blair	MI, FL	248-383-3483	248-760-9038	25900 Greenfield Rd., Suite 507, Oak Park, MI 48237	William Carino
Encore Mortgage Enterprises Inc.	Mike T. J. Jim Blair	MI, FL, IN	727-638-9297	727-538-9295	1000 S. Batcher Rd., Suite 507, Oak Park, MI 48237	Paula Hardin
Equity Consultants	Mike Tomlanovich	MI, FL, IN, OH, CO	800-460-4166	330-659-7600	4180 Highlander Pkwy, Richmond, OH 44286	Ryko Marich
Equity Mortgage Funding Inc.	Mike Tomlanovich	MI, FL	586-758-7972	586-757-7200	26648 VanDyke, Centerville, MI 48015	Stephen Bushon
Excel Mortgage Network Inc.	Jim Blair	FL	813-284-1910	813-254-1696	3413 E. Frontage Rd., Tampa, FL 33607	Judy Palmer
Exclusivo Mortgage of FL LLC	Mike Tomlanovich	MI	988-671-3535	988-671-3500	100 W. Midland St., Bay City, MI 48706	Alan Doner
Executive Mortgage of MI, LLC	Jim Blair	MI	988-671-3535	988-671-3500	100 W. Midland St., Bay City, MI 48706	Alan Doner
Family First Mortgage Corp. aka Family Home Lending Corp.	Mike Tomlanovich	MI, FL	388-845-9289	386-246-6855	33 Old Kings Rd. N, Suite 1, Palm Coast, FL 32137	Gregory Hill
Federal Mortgage Corp., Inc.	Ron Respondek	MI	248-932-1144	248-738-4299	3297 Orchard Lake Rd., Keego Harbor, MI 48320	Nancy Murphy
Fidelity Mortgage Company, Inc.	Jim Blair	MI	248-932-1144	248-932-4060	7001 Orchard Lake Rd., Keego Harbor, MI 48320	Nancy Murphy
Financial Lenders LLC	Mike Tomlanovich	MI	586-558-8959	586-558-8882	2101 East 12 Mile Rd., Warren, MI 48092	Richard Macchia
First Alliance Mortgage Inc. the dba of First Alliance Group & Assoc., Inc.	Mike Tomlanovich	FL	854-771-5399	954-771-2624	1510 E. Commercial Blvd., Oakland Park, FL 33334	Elaine Costa
First Class Mortgage, Inc.	Mike Tomlanovich	MI	586-477-4747	586-228-7550	47010 Woodberry Estates Dr., Macomb, MI 48044	Jeffrey Gates
First Class Mortgage, Inc. branch office	Mike Tomlanovich	MI	586-477-4747	586-228-7550	16748 21 Mile Rd., Macomb, MI 48044	Terry D. Lewis
First Community Mortgage Services of Livonia, Inc.	Mike Tomlanovich	MI	734-432-5985	38777 W. 6 Mile Rd., Livonia, MI 48152	Steven Mancini	
First Financial Funding	Mike Tomlanovich	FL	734-432-5951	407-892-2778	1320 Jersey Ave., St. Cloud, FL 34769	M. Cindy McGrath
First Horizon Home Loan Corp.	Jim Blair	MI, FL, IN, OH, AK, CO	407-892-8010	800-453-7170	11300 4th Street N, Suite 150, St. Petersburg, FL 33716	Frank Krohe
First Horizon Home Loan Corp.	Mike Tomlanovich	MI, FL, IN, OH, AK, CO	214-441-5592	214-441-4000	4000 Horizon Way, Irving, TX 75083	Peter Makowicki
First Magnus Financial Corporation (branch)	Mike Tomlanovich	MI, FL, IN, CO, AK	616-404-1341	616-404-1340	2305 East Paris Ave, SE, Suite 201, Grand Rapids, MI 49503	Jeffery Stierens
First Magnus Financial Corporation (main office)	Mike Tomlanovich	MI, FL, IN, CO, AK	520-618-9000	603 N. Wilmont Rd., Tucson, AZ 85711	Gary Mails	
First Mortgage of Michigan the dba of We are Finance Corp	Mike Tomlanovich	MI, CO	248-381-5247	248-739-1002	33045 Hamilton Ct., Suite W108, Farmington Hills, MI 48334	Robert Baigrahn
First Principal Mortgage	Mike Tomlanovich	MI	616-828-0337	616-940-9075	7380 Hammond Ave SE, Calladonia, MI 49316	

First United Inc.	FL	813-223-9408	813-225-1519	4345 Bayside Village Dr., Suite 203, Tampa, FL 33615	Michael Candilio
Five Star Mortgage, Inc.	FL	561-845-5537	561-845-5580	1001 W. Jasmine Dr., #F, Lake Park, FL 33403	Carol Jennings
Florida Executive Lending, Inc.	FL	813-653-0493	813-662-5363	2208 Lillia Center Lane, Valrico, FL 33594	Kevin Kinnelly
Freedom Financial Mortgage Corporation of Michigan	MI	231-933-5467	231-933-0900	2508 S. Connelley Circle, Suite B, Traverse City, MI 496	Brian Miles
Freedom Financial Mortgage Lending, LLC	MI	810-695-4850	810-603-3140	8145 S. Saginaw St., Suite B, Grand Blanc, MI 48439	Arber Sabo
Freedom First Financial Solutions, LLC	MI	248-583-0540	248-583-0542	23100 Providence Dr., Suite 230, Southfield, MI 48075	Sonyelle McMillan
Frontier R & B Corp.	FL	305-252-7708	305-252-7760	15715 S. Dixie Hwy #310, Miami, FL 33157	Ben Jarid
G.I. Glenon Mortgage Company	FL	941-752-7651	941-739-5383	4422 5th Street W., Bradenton, FL 34207	George Glennon
Gateway Mortgage Group LLC	MI	918-359-1291	918-712-9000	6910 E. 14th St., Tulsa, OK 74112	J. Kevin Stitt
Global Mortgage, Inc.	MI	727-324-1000	727-324-1000	1440 Myrtle Circle, Clearwater, FL 33780	Simon Dith
Golfside Mortgage the dba of Crossroads Mortgage LLC	MI	910-664-1315	995-529-2282	53 Benton, Saginaw, MI 48602	Art Fellen
Golfside Mortgage the dba of Crossroads Mortgage LLC	MI	910-664-1315	910-664-2100	1779 W. Genesee, Lapeer, MI 48446	Tim Rutherford
Good Faith Financial the dba of Star First, LLC	MI	248-644-8779	248-644-8771	2155 Butterfield Dr. Suite 100, Troy, MI 48064	Sai Kesto
Great Lakes Mortgage Funding, Inc.	MI	586-532-0700	586-532-0600	14480 Lakeside Circle, Suite 180, Sterling Heights, MI 4	Grant Holmes
Great Lakes Mortgage Services Corp dba Coast to Coast Finance Services	MI	734-362-8082	734-362-8082	2363 W. Jefferson Ave., Suite 207, Trenton, MI 48183	Tim Williams
Green Island Mortgage Corp.	FL	305-825-4030	305-826-4010	8049 NW 155 St., Miami Lakes, FL 33016	Marilyn Pinalto
Greentree Funding Corp	MI	616-988-1586	616-988-1522	3960 Broadmoor Ave., Grand Rapids, MI 49512	Christian Wiser
Guaranteed Mortgage Consultants, Inc.	MI	248-594-7695	248-594-7007	3893 Telegraph Rd., Suite 200, Bloomfield Hills, MI 48302	Louis Bito
Guaranteed Mortgage Consultants, Inc. (branch)	MI	248-594-7695	248-594-7582	22493 Bawview Dr., St. Clair Shores, MI 48081	Robert Baxter
H and H Mortgage Solutions, Inc.	FL	866-347-0845	866-400-0039	12505 Orange Dr., Suite 904, Davie, FL 33330	Maria Hernandez
Harbour Mortgage Company	MI	866-347-0845	866-400-0039	4196 Pontiac Lake Rd., Waterford, FL 48328	Jay Raniga
Heartwell Mortgage Corporation	MI	941-672-6013	941-627-2277	4034-C Tamiami Trail, Port Charlotte, FL 33952	Alyson Karnes
Heritage Mortgage Corporation of SW Florida	FL	816-942-7804	816-942-7722	1580 East Belline SE, Grand Rapids, MI 49506	Brunson Taylor
Highland Financial	FL	407-426-1711	407-426-1711	14 E. Washington St., Suite 600-F, Orlando, FL 32801	Pablo Lopez
Home 1st Lending, LLC	FL	407-330-7587	407-330-7587	1973 Longwood Lake Mary Rd., Suite 1007, Longwood,	David Kebelitis
Home Funding Solutions, Inc.	MI	248-928-0144	248-928-0144	2115 Livernois, Suite 300, Troy, MI 48063	Frederic Barber
Home Lending Ave.	MI	321-206-0558	407-738-0995	13121 Zori Lane, Windermere, FL 34786	Damian Husak
Home Mortgage of MI Inc. (branch office)	MI	248-449-9382	248-449-7700	43000 W. Nine Mile Rd., Suite 305, Novi, MI 48375	Karnal Salame
Home Mortgage of MI Inc. (branch office)	MI	313-359-5577	313-359-5566	5634 Lafayette, Dearborn Heights, MI 48127	Abraham Darwish
Home Mortgage of MI Inc. (main office)	MI	305-359-3238	305-588-3943	1051 NE 157 St., North Miami Beach, FL 33162	Alfred Eastburn III
Home Mortgage Services, Inc.	MI	813-229-0750	813-229-0750	101 E. Kennedy Blvd., Suite 1180, Tampa, FL 33602	Dina Schmidt
Home Mortgage Source	MI	517-702-9599	517-702-9599	905 E. Michigan Ave., Lansing, MI 48912	Nichole Huminski
Hometown Mortgage Group, Inc.	MI	772-464-0309	772-464-0305	460 Sundae Dr., FL Pierce, FL 34345	Larry Fern
Honor Mortgage LLC	MI	248-632-8892	566-419-2708	2328 Rancourt Beet, Rochester Hills, MI 48306	Michael Kiraly
Indigo Financial Group, Inc.	MI	772-426-9864	772-288-9070	901 SW Martin Downs Blvd. #315, Palm City, FL 34980	Michael Szalanski
Infinity Mortgage Co.	MI	517-351-0617	517-351-0000	3400 Pinehills Rd., Suite 104, Lansing, MI 48911	Eddie Bauer III
Infinity Mortgage Express, Inc.	MI	248-357-5828	248-357-5248	20300 Civic Center #304, Southfield, MI 48078	Dider Khalsa
Inter-Lake Mortgage Company	MI	407-389-1641	407-389-1477	151 South Wymore Rd., Suite 510, Altamonte Springs, FL 32714	Romnie Bailey
International Finance, Inc.	MI	616-534-1512	616-534-3104	1560 Woodhill Ct. SW, Grand Rapids, MI 49509	John Edgo
Interstate Finance Corp. the dba of Hanson's Home Finance	MI	317-570-9166	317-570-9164	6801 Lake Plaza Dr., Suite C-301, Indianapolis, IN 46241	Darin Elias
J. Quinn Mortgage	MI	248-720-3202	248-720-3200	1000 Tech Row, Madison Heights, MI 48071	Julio Smith
Jona Financial	MI	616-676-0719	616-676-0455	45 Honey Creek, NE, Ada, MI 49301	Maissa Seck
K2 Lending Inc.	MI	248-483-5407	248-483-5406	7498 Pebble Lane, West Bloomfield, MI 48322	Darren Snow
K2 Group, Inc.	MI	866-431-1845	303-952-0001	5900 Greenwood Plaza Blvd # 108, Englewood, CO 80111	Christopher Hoeft
Kingdom Mortgage LLC the dba of Kingdom First LLC	MI	734-468-1322	734-459-8800	188 N. Main Street, Plymouth, MI 48170	Bert Sent
Lakewood Home Finance Inc.	MI	407-332-9008	407-332-9007	150 Cranes Road Blvd., Suite 2230, Allamonte Springs,	Dan Robinson
Lakewood Home Finance Inc.	MI	231-348-8750	231-348-8740	501 W. Mitchell, Suite 4, Petoskey, MI 49770	Vickie McDonald
Lakewood Home Finance Inc. (branch office)	MI	269-968-4763	269-965-4753	155 Fremont St., Battle Creek, MI 49017	William Ardy
Liberty Alliance Mortgage Inc.	MI	616-301-1445	616-301-1450	2627 E. Belline SE, Suite 310, Grand Rapids, MI 49546	Julio Gonzalez
Liberty Home Loans, Inc.	MI	305-591-0007	305-591-0005	2510 NW 97 Ave, Suite 130, Doral, FL 33172	Tom Shannon
Lighthouse Equity Funding, Inc.	MI	720-890-8990	720-890-8910	2667 North Park Dr., Suite 103, Lafayette, CO 80126	John M. Rogers
M & R Mortgage Services, Inc.	MI	813-433-0435	727-709-7560	3452 Safford Dr., Holiday, FL 34691	Robert Bradl
	MI	386-775-0990	386-774-5115	123 N. Industrial Dr., Suite A, Orange City, FL 32763	



Main Street USA Mortgage Inc.	FL	407-422-2120	407-352-3500	1516 E. Colonial Dr. #101, Orlando, FL 32803	Alan Randal
Makcor Mortgage Group	MI, IN	568-230-3212	616-827-1267	116 Campau Circle NW, Grand Rapids, MI 49503	Chico Obande
Mendian Financial, Inc.	FL	888-867-2851	386-755-9000	363 SW Baya Dr., Suite 104, Lake City, FL 32025	Faye Barlow
Mica Mortgage Corporation	MI	586-416-7787	586-446-7787	40600 Van Dyke, Suite 18, Sterling Heights, MI 48313	Brian Trachsel
Millenia Financial Group, LLC	FL	866-424-3352	386-755-8790	163 SW Midtown Pl., Suite 105, Lake City, FL 32025	Jeremy Morris
MMMS Mortgage Services LTD	MI, OH	248-553-6940	248-789-0800	36276 Twelve Mile Rd. # 100, Farmington Hills, MI 48333	Pat Collins (x.175)
Moneyfast Lending aka Moneystar Mortgage	FL	800-728-0306	407-354-5639	5726 B. Major Blvd., Suite 607, Orlando, FL 32819	William Tryon III
Monquest, LLC	FL	407-644-3234	407-644-2298	520 N. Orlando Ave., Suite 1, Winter Park, FL 32789	Philip Buckley
Mortgage Concepts of FL, Inc. the dba of Conceptual Mortgages of FL, Inc.	FL	352-661-6586	352-661-6288	7750 SW 50th Ave., Suite B, Ocala, FL 34476	Elizabeth Billrey
Mortgage Savers, Inc.	FL	407-686-3214	407-699-3211	660 W. Fairbanks Ave., Suite 4, Winter Park, FL 32789	Ricardo Grant
MortgageEase Inc.	FL	238-643-1060	238-643-0888	3361 Tamiami Trail N. Naples, FL 34103	Mary Ellen Brennan
Mutual Mortgage Financial Corp	FL	813-872-7970	813-598-2875	4300 West Cypress St., # 775, Tampa, FL 33607	Oscar Melendez
Mutual Mortgage Financial Corp (branch)	FL	813-872-7970	813-598-2875	14502 N. Dale Mabry Hwy., Suite 2-33, Tampa, FL 33611	Julie Frencher
My 1 Stop Mortgage, LLC	FL	813-808-0516	813-908-0539	26877 W. 12 Mile Rd., Southfield, MI 48034	Crystal Gunn
Nations Funding Co., LLC	MI	877-233-2859	248-358-9888	636 Virginia Dr., Orlando, FL 32803	Scott Orhan
Nationwide Mortgage Consultants Inc.	MI	586-775-8800	586-775-8800	26333 Jefferson, St. Clair Shores, MI 48081	Ryan Brogan
NDG Mortgage Corp.	FL	407-792-1822	407-898-8958	1801 E. Colonial Dr., Suite 101, Orlando, FL 32805	Nichelle Gillyard
New Horizon Mortgage Group, LLC	FL	904-354-5538	904-355-6338	822 A Philip Randolph Blvd., Jay, FL 32206	Tony Gonzalez
Nu Lending	FL	610-471-0623	570-722-3504	18 Spokane Rd., Abingtown, PA 18210	Bobbie Peel
Oakwood Mortgage Corp.	FL	813-426-3957	813-885-6275	5007 East Parade St., Tampa, FL 33617	John Mansilla
Oakwood Mortgage Trust Inc.	FL	407-228-2276	407-228-1218	636 Virginia Dr., Orlando, FL 32803	Len Feliz
OPE, Inc.	FL	238-643-5654	238-643-5626	4100 Corporate Sq., Suite 135, Naples, FL 34101	Orlando Poole
Optum Mortgage, LLC	CO	303-766-0288	303-284-8410	776 S. Dewey St., Lakewood, CO 80226	Shari Jefferson
Orion Residential Finance, LLC	CO	303-228-1624	303-228-1611	7887 E. Bellevue, Suite 1100, Englewood, CO 80111	Oliver Orlick
Pacor Mortgage Corp. dba Lake Pacor Home Mortgage	FL	813-868-1421	813-868-1420	601 Bayshore Blvd., Suite 650, Tampa, FL 33606	Randy Papp
Patriot Mortgage Company, Inc dba PMC Lending	MI, FL	773-881-7910	800-791-2107	3001 W. 11th St., Chicago, IL 60655	Richard Carisi
PCM Mortgage Solutions, Inc.	FL	407-712-6100	407-571-2100	2301 Midland Center Parkway, Suite 460, Maitland, FL 32803	Gregory Heyn
PC-Processing & Loan Inc.	MI	988-249-8075	988-249-8950	5580 State St., Suite 6, Saginaw, MI 48603	Parrish Clark
People First Lending LLC	FL	813-643-9641	813-654-6719	1104 N. Parsons Ave., Suite E, Brandon, FL 33510	Jim Stone
PierPoint Mortgage, LLC	MI	407-822-8818	407-2844500	1701 Park Center Drive, Orlando, FL 32835	Shannon Swartz
Pinecrest Mortgage, LLC	MI	231-737-9933	231-737-9911	3251 Henry St. #B, Muskegon, MI 49441	David Ross
Precision Mortgage Funding Corp.	MI	248-816-2874	248-816-2882	570 Kils Blvd., Suite 211, Troy, MI 48064	Eric Wendlandt
Premier Financial Workplace, LLC	MI	616-956-2900	616-956-9500	2401 Camelot Ct SE, Suite M, Grand Rapids, MI 49546	Solomon Mitchell
Premier Mortgage Lending LLC	FL	775-871-0073	321-951-7725	2550 Palm Bay Rd. NE, Suite 104, Palm Bay, FL 32909	Julie Krumholz
Presque Lending & Investment Group, Inc.	MI	586-803-0311	586-803-0800	42140 Van Dyke #170, Sterling Heights, MI 48314	Mariana Sanchez
Prime Plus Mortgage Inc.	MI	305-478-2039	305-418-3991	7500 NW 25th St., Suite 204, Miami, FL 33122	Andy Salama
Principle Mortgage LLC	FL	800-319-5331	734-427-8200	27832 Ford Rd., Suite 200, Garden City, MI 48135	Gary Hall
Progressive Mortgages 2000 Inc.	FL	305-249-9108	305-249-9220	2020 Raybrook Ave SE, Suite 102, Grand Rapids, MI 49503	Curt Francis
Ramm and Holler Financial	FL	352-624-1169	352-624-1179	16921 NE 6 Ave., N Miami Beach, FL 33162	Carl J. Ramm
Real Financial Services	MI, FL	248-538-5053	248-626-7325	32750 Northwestern Hwy, Farmington Hills, MI 48334	Jody Rogow
Realty Financial LLC	CO	303-655-1747	303-655-1746	14680 Harwin St., Brighton, CO 80602	David Burke
Reed Stewart Mortgage Services, LLC	MI, FL	616-863-9512	616-863-9511	7201 W. Saginaw Hwy, Suite 316, Lansing, MI 48917	Kath Moore
Reliable Mortgage Solutions, LLC	MI	248-594-9811	248-594-9811	7127 Elmhurst, West Bloomfield, MI 48322	Steven Morten
Rockwell Mortgage the dba of Ron Simpson & Assoc's.	MI	248-568-2844	248-568-2205	25130 Southfield Rd., Suite 100, Southfield, MI 48075	Ronald Simpson
Royal Mortgage, Inc.	MI	248-564-4409	248-564-4101	110 South Blvd. W. #200, Rochester Hills, MI 48307	Michael Gordon
Royalty Investors Group, Corporation	FL	305-597-5566	305-597-5111	3900 NW 79 Ave., Suite B10, Miami, FL 33166	Nelson Varona
Ryder Mortgage Inc dba L.A. Mortgage and Leasing	MI	248-471-0338	248-471-0085	19500 Middlebelt Rd., Suite 350W, Livonia, MI 48152	Michael Halaglan
Security Mortgage Corp dba Barron & Assoc.	MI	248-471-0338	248-471-0085	34705 W. 12 Mile Rd., Suite 327, Farmington Hills, MI 48335	Howard Barron
SI Mortgage Company dba Silar Mortgage Company	MI, CO	586-262-0186	888-841-4143	407 Wekiva Springs Rd., Suite 241, Longwood, FL 327	Rajeev Gandhi
Smooth Capital Mortgage, Inc.	FL	407-868-4143	407-868-9191	51650 Oro Rd., Shelby Twp., MI 48315	Justin Time
Source Mortgage Corp.	MI	248-536-0225	248-536-0225	33604 W. Eight Mile Rd., Farmington, MI 48335	Den Wicker
Source One Mortgage Corp. dba Home Mortgage and Loan Corporation	MI, FL	586-922-9244	586-922-1234	8155 Annabury, Suite 101 & 102, Shelby Twp., MI 4831	George Ghanam
Siar Mortgage Incorporated	IN	812-858-5495	812-858-5455	8988 Ruffian Lane, Newburgh, IN 47630	A. Joseph Scipietra

Strategic Lenders									
Superior Mortgage Group, LLC	Mike Tomlanovich	MI	734-521-02001	734-521-02000	37455 Schlotzcraft, Livonia, MI 48150	Joseph Delfgaauw			
The Cambridge Financial Group LLC	Steve Rubin	FL, CO	813-920-6874	888-843-6864	4919 Memorial Highway, Suite 200, Tampa, FL 33634	Gloria Frelfield			
The Home Mortgage Pros LLC	Mike Tomlanovich	MI	928-223-9170	517-285-3521	2432 Hedgheim, Wixom, MI 48393	Scott Bale			
The Leader & Associates, LLC	Mike Tomlanovich	MI, FL, IN	616-235-8600	616-235-8800	77 Monroe Center NW, Suite 404, Grand Rapids, MI 49304	Michael Roque			
The Leader & Associates, LLC	Mike Tomlanovich	MI	248-471-1791	248-471-1892	20793 Farmington Rd. #15, Farmington Hills, MI 48336	Samir Daher			
The Mortgage Force, Inc.	Steve Rubin	FL	588-979-3646	586-817-1644	37177 Mount Rd, Sterling Heights, MI 48310	Samir Daher			
The Mortgage Force, Inc. (branch)	Steve Rubin	FL	305-868-5059	305-868-5030	1550 S. Dixie Hwy, Suite 216, Coral Gables, FL 33146	Scott Hodson			
The Premiere Mortgage Corp.	Mike Tomlanovich	MI	380-947-9878	386-947-9877	238 N. Frederick Ave., Daytona Beach, FL 32114	Scott Hodson			
The Prime Financial Group, Inc.	Jeff Becker	MI, FL, IN, CO	810-220-0700	810-220-0300	218 E. Grand River, Brighton, MI 48116	Beverly Smith			
The Wilson Group, LLC	Jim Blair	FL	248-644-5551	248-644-5550	30800 Telegraph Rd, Suite 1801, Bingham Farms, MI 48424	Mary Niflin			
Titan Mortgage Solutions, Inc.	Jeff Becker	FL	321-238-0134	321-251-6100	738 N. Midland Dr., Deltona, FL 32725	Maurice Wilson			
Top Fite Financial, Inc.	Mike Tomlanovich	MI, FL, IN	407-856-2655	407-805-4648	14650 W. Colonial Dr., Winter Garden, FL 32787	Aaron Reick			
Total Lending Solutions	Ron Respondak	FL	517-855-4877	517-655-2140	123 E. Grand River Ave., Williamston, MI 48895	Timothy Baize			
Trans Atlantic Lending Group, LLC	Mike Tomlanovich	FL	954-434-0583	954-858-7131	6104 SW 192 Ave., Fort Lauderdale, FL 33332	Tronin Ibarluzea			
Tri Star Mortgage, LLC	Jim Blair	FL	561-416-7270	561-394-0124	2424 N. Federal Hwy, #401, Boca Raton, FL 33431	Kathleen Tomasso			
Trust Mortgage Group, Inc.	Jim Blair	FL	239-333-1901	239-333-1900	12135 S. Cleveland Ave., Ft. Myers, FL 33907	Baltzar Sarabia			
Twinn Tower Mortgage, Inc.	Jennifer Walling	OH	407-482-9188	407-482-9189	1601 N. Goldenrod Rd. #2, Orlando, FL 32807	Jose Casals			
Unbound Mortgage Corp.	Mike Tomlanovich	FL	937-292-7965	937-292-7963	1102 Carlisle Ave., Bellefontaine, OH 43311	Judy Besanceney			
United Financial Mortgage Services dba of Riverbush Mortgage Incorporated	Mike Tomlanovich	MI	407-328-8348	407-328-0815	2015 S. Maple Ave., Sanford, FL 32771	John Lower/Jacob Lockington			
Universal Trust Mortgage Corp.	Ben Griffin	FL	231-798-2618	231-799-2608	6207 Harvey St., Suite B, Muskegon, MI 49444	Rob Garrison			
Upperdeck Management	Steve Rubin	FL	407-931-1924	407-931-2008	2710 N. Orange Blossom Tr., Suite 202, Kissimmee, FL 34741	Chris Wilson			
US Financial Group of Ohio, LLC	Mike Tomlanovich	OH	941-207-2276	941-207-2277	395 Commercial Ct., Bldg 1, Suite AW, Venice, FL 34285	Dennis Vaughn			
USA Mortgage Corp. the dba of USA South Mortgage Corp.	Steve Rubin	FL	814-899-6636	814-899-6444	5886 Cleveland Ave., Columbus, OH 43231	Jon Spangler			
Vision Financial Consultants LLC	Ron Respondak	FL	941-851-0487	941-952-5808	218 N. East Ave., Sarasota, FL 34230	Michael Edelstein			
Watertown Financial Group, Inc.	Jim Blair	MI	208-203-3707	786-443-3707	2036 NE 8th St., Homestead, FL 33033	Christopher Mendoza			
Watson & Co. LLC	Steve Rubin	FL	517-826-2511	517-626-2500	7265 W. Grand River, Lansing, MI 48906	Cameron Chaplin			
Westex Financial, Inc.	Mike Tomlanovich	CO	407-650-3048	321-377-2185	14149 Parrush Dr., Orlando, FL 32828	Clyde Watson			
Whelan Inc.	Jim Blair	CO	303-292-4843	303-295-0048	1001 E. 26th Ave., Denver, CO 80205	Al Sherman			
Willis Howard	Mike Tomlanovich	CO	303-624-1387	303-524-1256	6642 Fox Den Dr., Littleton, CO 80125	Michael Whelan			
Wisco Funding LLC	Jim Blair	CO	303-225-7671	303-887-8714	6950 Blue Mesa Ln., Littleton, CO 80125	Lisa Willis			
Wolverine Finance & Mortgage Services, Inc.	Jim Blair	MI	303-758-6202	303-758-8200	4155 E. Jewell Ave. # 103, Denver, CO 80222	Jeremy Cornican			
World Trust Lending, Inc.	Jim Blair	FL	734-421-9965	734-523-8347	1735 Ballon, Garden City, MI 48135	Greg Gruba			
Your Lender For Life P.C.	Mike Tomlanovich	MI	238-939-6126	239-939-6709	3560 Central Ave, Suite 1, Fort Myers, FL 33901	Darrell Allison			
			248-799-9691	248-799-9590	19785 W. 12 Mile Rd. # 146, Southfield, MI 48076	Antonio Stokes			

# Exhibit D

018-7111/929354v2

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X	
DB STRUCTURED PRODUCTS, INC., :	07 Civ. 4119 (DC)
Plaintiff, :	ECF case
– against – :	
LENDER LTD., :	ANSWER TO
Defendant/Third-Party Plaintiff, :	THIRD-PARTY COMPLAINT
– against – :	
CML DIRECT, INC. d/b/a CREATIVE :	
MORTGAGE LENDING, :	
Third-Party Defendant. :	
-----X	

Third-party defendant CML Direct, Inc. ("CML Direct") answers the third-party complaint as follows:

1. CML Direct lacks knowledge or information sufficient to form a belief as to the truth of paragraph 1 of the third-party complaint and refers to the records of this court for their contents.

Answering "Jurisdiction And Venue"

2. CML Direct lacks knowledge or information sufficient to form a belief as to the truth of paragraphs 2 and 3 of the third-party complaint and refers questions of law to the court.



Answering "Parties"

3. CML Direct lacks knowledge or information sufficient to form a belief as to the truth of paragraph 4 of the third-party complaint.

4. CML Direct denies paragraph 5 of the third-party complaint and admits that it is a Michigan corporation and that it has an office at 26555 Evergreen Road, Suite 810, Southfield, Michigan.

Answering "Facts"

5. CML Direct lacks knowledge or information sufficient to form a belief as to the truth of paragraph 6 of the third-party complaint.

6. CML Direct denies paragraph 7 of the third-party complaint and refers to the IOC Agreement for its contents.

7. CML Direct denies paragraphs 8 through 10 of the third-party complaint.

8. CML Direct denies paragraphs 11 and 12 of the third-party complaint and refers to Exhibit B thereto for its contents.

9. CML Direct lacks knowledge or information sufficient to form a belief as to the truth of paragraph 12 of the third-party complaint .

10. CML Direct lacks knowledge or information sufficient to form a belief as to the truth of paragraphs 13 and 14 of the third-party complaint.

11. CML Direct denies paragraph 15 of the third-party complaint and refers to Exhibit E thereto for its contents.

12. CML Direct lacks knowledge or information sufficient to form a belief as to the truth of paragraph 16 of the third-party complaint .

13. CML Direct denies paragraphs 17 and 18 of the third-party complaint.

First Affirmative Defense

14. Exhibit B to the third-party complaint was signed neither by John Sanger nor by anyone authorized by John Sanger or by CML Direct to sign John Sanger's name.

15. Neither John Sanger nor anyone at CML Direct with authority to cause CML Direct to assume Lender Ltd.'s liability to plaintiff ever discussed or authorized that assumption of liability or discussed that assumption of liability with Lender Ltd.

16. The signature for CML Direct on Exhibit B is an unauthorized signature or it is a forgery.

Second Affirmative Defense

17. The Assignment and Assumption agreement attached as Exhibit B to the third-party complaint was not intended to include, did not and does not include an undertaking by CML Direct to assume the obligations of Lender Ltd. to plaintiff.

18. Upon information and belief, the schedule of loans attached to the Assignment and Assumption agreement was inserted therein without the knowledge or approval of CML Direct.

19. The third-party claim is barred by fraud or fraud in the execution.

Third Affirmative Defense

20. Assuming for the sake of argument that Lender Ltd. and CML Direct entered into an agreement in the form attached to the third-party complaint as Exhibit B,

nothing in that agreement provides that CML Direct assumed responsibility for Lender Ltd.'s obligations to plaintiff, including but not limited to Lender Ltd.'s obligation to repurchase from plaintiff loans which went into default within the first ninety days, nor did CML Direct intend to assume that obligation.

21. Neither CML Direct nor Lender Ltd. discussed or negotiated the potential liability of CML Direct to plaintiff under the loans listed on the schedule to Exhibit B.

Fourth Affirmative Defense

22. CML Direct received no consideration for assuming Lender Ltd.'s obligations to plaintiff.

23. The third-party claim is barred by lack of consideration.

Fifth Affirmative Defense

24. The third-party claim is barred by mistake.

Sixth Affirmative Defense

25. The third-party claim is barred by the statute of frauds.

Seventh Affirmative Defense

26. Upon information and belief, damages are overstated in that one or more of the loans alleged to be in default have been foreclosed, or have resumed payment, or payments made on behalf of the borrowers were sent to the wrong address or credited incorrectly.

Eighth Affirmative Defense

27. The third-party claim is barred by unclean hands.

Ninth Affirmative Defense

28. The court lacks personal jurisdiction over CML Direct.

Tenth Affirmative Defense And Demand For Arbitration

29. Article VIII of the "Employment Terms And Conditions" of the IOC Agreement, at 11, states in relevant part:

Any dispute arising between the parties regarding the terms of this IOC Agreement . . . shall be submitted for binding arbitration with the office of the American Arbitration Association serving the Metropolitan Detroit area. Any decision, judgment or ruling resulting from such arbitration may be submitted to and entered as a judgment in an appropriate Circuit Court in the State of Michigan.

30. Article IX of the same section of the same agreement provides in relevant part:

Any dispute arising between the parties regarding the terms of this IOC Agreement . . . shall be submitted for binding arbitration with the office of the American Arbitration Association serving the Metropolitan Detroit area. Any decision, judgment or ruling resulting from such arbitration may be submitted to and entered as a judgment in an appropriate Circuit Court in the State of Michigan.

31. The claim in the third-party complaint is arbitrable under the foregoing arbitration clauses.

32. CML Direct demands that Lender Ltd. dismiss the third-party action and commence arbitration pursuant to the IOC Agreement.

Eleventh Affirmative Defense

33. Plaintiff and Lender Ltd. have failed to mitigate their damages.

Dated: New York, NY  
October 12, 2007

LESTER SCHWAB KATZ & DWYER, LLP  
120 Broadway  
New York, NY 10271  
212 964-6611  
Attorneys for Third-Party Defendant  
CML DIRECT, INC.

s/  
Dennis M. Rothman (dr-0384)

To:

Mark S. Kaufman, Esq.  
KAUFMAN & KAHN, LLP  
747 Third Avenue, 32<sup>d</sup> Floor  
New York, NY 10017  
212 293-5556  
Attorneys for Third-Party Plaintiff  
LENDER LTD.

Richard F. Hans, Esq.  
John P. Doherty, Esq.  
THACHER PROFFITT & WOOD LLP  
Two World Financial Center  
New York, NY 10281  
212 912-7400  
Attorneys for Plaintiff  
DB STRUCTURED PRODUCTS, INC.

## Answers to Complaints

1:07-cv-04119-DLC DB Structured Products, Inc. v. Lender, Ltd.  
CASREF, ECF, RELATED

### U.S. District Court

#### United States District Court for the Southern District of New York

### Notice of Electronic Filing

The following transaction was entered by Rothman, Dennis on 10/12/2007 at 12:40 PM EDT and filed on 10/12/2007

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**Case Number:** 1:07-cv-4119  
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ANSWER to Third Party Complaint. Document filed by CML Direct, Inc..(Rothman, Dennis)

#### 1:07-cv-4119 Notice has been electronically mailed to:

John Patrick Doherty jdoherty@tpw.com, kcunningham@tpw.com

Richard Francis Hans , Jr rhans@tpw.com

Mark Samuel Kaufman kaufman@kaufmankahn.com

Brendan Ernest Zahner bzahner@tpw.com, mmuller@tpw.com

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Kerry Ford Cunningham  
Thacher Proffitt & Wood, LLP  
Two World Financial Center  
New York, NY 10281

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